

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (the "Assignment") is entered into effective as of October __, 2015 (the "Effective Date") by and between KENNETH P. SIVERMAN, THE CHAPTER 7 TRUSTEE OF THE ESTATE OF COLONIAL HOLDINGS, LLC ("Assignor"), and GRAND METRO MANAGEMENT, LLC ("Assignee").

WHEREAS, Colonial Holdings LLC ("the Debtor") filed a Chapter 7 petition with the United States Bankruptcy Court for the Eastern District of New York (the "Court") on December 17, 2014 and the Assignor was thereafter appointed and has duly qualified as the trustee for the Debtor's estate; and

WHEREAS, by agreement dated as of January 31, 2003, the Debtor and Time Management Corporation ("TMC") entered into a lease (the "Lease") pursuant to which the Debtor leased real property known as 591 and 595 Stewart Avenue (the "Property") from TMC and the Assignor as Chapter 7 trustee has succeeded to the interests of the Debtor under the Lease; and

WHEREAS, Assignor and TMC have entered into a Stipulated Settlement and Compromise which was approved by the Court by order dated October __, 2015 and pursuant to which TMC agreed to the assignment of the Lease to the Assignee provided that the Assignee agrees to assume the tenant's obligations under the Lease and the Assignor desires to assign all of his right, title and interest in and to and under the Lease to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease, including, without limitation, all of Assignor's right, title and interest in and to any security or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Lease against any sub-tenant thereunder or any surety thereof "as is," "where is," with no representations or warranties whatsoever. Assignee hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the tenant under the Lease "as is," "where is," with no representations or warranties whatsoever.

2. Miscellaneous. The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows; remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized and empowered representatives as of the Effective Date.

ASSIGNEE:

Grand Metro Management, LLC

By: _____
Name:

ASSIGNOR:

Kenneth P. Silverman, Trustee of the Estate of
Colonial Holdings, LLC

By: _____
Name :